

MENTAL HEALTH SERVICES CONTRACT

THIS AGREEMENT is made and entered into on this the 1st day of July, 2006, by and between Louisville/Jefferson County Metro Government, by and through the Metro Corrections Department, all hereafter referred to as “Louisville Metro Government,” and **SEVEN COUNTIES SERVICES, INC.**, a non-profit corporation duly organized and existing under the laws of the Commonwealth of Kentucky with its principal office located at 101 West Muhammad Ali Blvd, Louisville/Jefferson County 40202, hereafter referred to as “**SCS**”:

WHEREAS, Louisville Metro Government is charged by law with responsibility for providing inmate health care services for the Louisville Metro Department of Corrections (“**MLDC**”);

WHEREAS, in an effort to better provide quality inmate mental health services, alleviate overcrowding, and effectively transition inmates with mental health needs back into the community upon their release from incarceration, Louisville Metro Government desires to provide for the delivery of mental health services to qualified inmates and former inmates of the Louisville Metro Corrections Department;

WHEREAS, SCS is in the business of providing professional mental health services and desires to provide such services for Louisville Metro Government under the terms and conditions set forth in the Agreement; and,

WHEREAS, Louisville Metro Government has determined that SCS has the necessary experience and qualifications to provide these professional mental health services as provided in this Agreement, and further, desires to enter into an agreement with SCS to provide such professional services under the terms and conditions contained herein;

NOW THEREFORE, with the intent to be legally bound and in consideration of the covenants and promises made herein, the parties agree as follows:

ARTICLE I – DEFINITIONS

For the purposes of this Agreement:

- 1.1 **Inmate** means a person in the actual or constructive custody of the MLDC.
- 1.2 **Client** means an inmate or former inmate who has been placed in one of the mental health services programs administered under this Agreement.
- 1.3 **Health Care Services Provider** means the primary medical contractor employed by County to administer the Health Services Program at the MLDC.
- 1.4 **Director** means the Executive Director of the MLDC under KRS 67B.040 and his designees.
- 1.5 **MLDC** shall mean the Metro Louisville Department of Corrections.
- 1.6 **SCS** shall mean Seven Counties Services.
- 1.7 **ENTITY** shall mean Louisville Metro Government/Corrections.

ARTICLE II – SCOPE OF SERVICES

General Engagement

- 2.1 Louisville Metro Government hereby engages SCS to provide for delivery of mental health, diagnostic and treatment services to Clients and SCS hereby accepts such engagement according to the terms and provisions of this Agreement.

Program Services Provided

- 2.2 SCS shall administer and provide mental health, diagnostic and treatment services within the following program contexts:
- a) Community Treatment Alternative Program
 - b) Re-Entry Program
 - c) Court Advocacy Program
 - d) Mental Health Diversion Review Program
 - e) Mental Health Docket
- 2.3 The scope and requirements of individual program services are described in Article IV of this Agreement.

ARTICLE III – STANDARDS COMPLIANCE

- 3.1 SCS shall insure that all providers in its employ are properly licensed and/or certified in Kentucky in all areas relevant to their role in meeting the requirements imposed by this Agreement and are in compliance with all applicable state, federal and local laws and regulations.
- 3.2 Services provided by SCS under this Agreement shall be in compliance with the National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails and with community standards of practice.
- 3.3 SCS providers shall remain current in methods and modalities of mental health treatment in general and community mental health services specifically. SCS will insure that all providers attend annual continuing education programs sufficient to meet all licensing and accreditation standards. Upon request by Louisville Metro Government, SCS will provide proof of training and education histories on all providers and staff.
- 3.4 SCS shall comply with all operational policies and procedures of Louisville Metro Government, including complete clinical and administrative documentation requirements.

- 3.5 SCS shall fully cooperate with any review mechanism, review group, or advisory board established by Louisville Metro Government for monitoring or evaluating the provision of mental health services under this Agreement.

ARTICLE IV – DELIVERY OF SERVICES

- 4.1 SCS will perform a diagnostic mental health screening and evaluation on all new qualifying criminal justice clients, as identified by Louisville Metro Government or its Health Care Services Provider and court personnel. This screening shall include:
- a) Mental Status Examination, provisional DSM-IV diagnosis, review of collateral records to determine past history of treatment, degree of treatment adherence, and diagnostic appropriateness, review of collateral account of current charges and past history of criminal offenses.
 - b) Determination of the inmate's suitability for recommendation to SCS court-ordered treatment.
- 4.2 Screening shall be conducted no later than seven (7) days after referral from the Health Services Provider or Louisville Metro Corrections Department personnel.
- 4.3 The results of screening for each inmate shall be documented by SCS, with a copy delivered to the Health Care Services Provider for inclusion in the inmate's institutional medical record or reported to the referring court.
- 4.4 Contingent upon written release by the inmate, SCS will provide information of previous diagnosis and treatment by SCS providers and will cooperate with the Health Care Services Provider to assure that all information relevant to an inmate's mental health treatment is promptly disclosed.
- 4.5 SCS personnel responsible for screening and evaluations shall attend and participate in monitoring, planning and review meetings held by Louisville Metro Government, its Health Care Services Provider, and courts.
- 4.6 It is understood that most direct clinical mental health services will be provided by the Health Care Services Provider. However, SCS agrees to assume supportive services, upon request, for inmates with whom it has an established treatment history. Any such services shall be provided in cooperation with and under the supervision of the Health Care Services Provider. SCS shall also provide treatment referrals for those inmates who exhibit indication of chronic mental illness.
- 4.7 SCS will provide community based intensive case management and mental health treatment for all qualifying referrals, as identified by Louisville Metro Government or its Health Services Provider, upon release from Louisville Metro Government incarceration. Qualifying inmates for the purposes of the Continuing Community Treatment Program are those inmates identified by Louisville Metro Government, who meet the SCS criteria, who require continuing mental health treatment or mental health supervision.

- 4.8 No later than seven (7) days prior to the scheduled release of a qualifying inmate, SCS personnel shall conduct an exit screening with the inmate to develop a plan for continued treatment. The plan shall include scheduling of an initial consultation with an appropriately skilled provider after release.
- 4.9 Intensive case management for clients who are court ordered shall include, but not be limited to, a minimum of monthly client contacts by telephone or by appointment in the home or workplace. Community based mental health treatment shall include chemical dependency treatment, outpatient psychiatric and emergency medical care.
- 4.10 SCS shall re-establish released clients with appropriate existing services and shall assist clients in obtaining entitlements. These duties will be the primary functions of the Re-Entry Program Case Manager.
- 4.11 SCS shall make every effort to obtain emergency housing for clients on the basis of greatest need.
- 4.12 SCS shall provide a Court Liaison who shall appear daily in District and Circuit courts for the purposes of screening referrals from court and reporting compliance with court orders for treatment.
- 4.13 SCS Court Liaison will monitor compliance with treatment and will maintain a list of all clients court ordered to programs outlined in this Agreement.
- 4.14 It is the duty of the SCS Court Liaison to ensure that cases are re-docketed when clients are out-of-compliance with their court order.
- 4.15 SCS will supply all mental health and related administrative services for the Mental Health Diversion Review Board Program.
- 4.16 Suitability of a referral for inclusion in the Mental Health Diversion Review Board Program shall be based upon:
- a. determination that the referral meets the state and federal definition of Severe and Persistent Mental Illness, risk assessment based on current presentation and past history (i.e., if charges are violent in nature, was the offense due to non-adherence with medication, and can this behavior be managed with treatment, including medications); no sexual offenses; adherence with treatment while incarcerated; client must be competent to stand trial (i.e., able to plead); and
 - b. development of a treatment plan by SCS for each inmate recommended for the Mental Health Diversion Review Program. A copy of the plan shall be delivered to the court, to the Health Services Provider, to the client's attorney, and to the prosecutor assigned to the case by the SCS Court Liaison.
- 4.17 SCS will provide diagnostic, monitoring, reporting, and treatment services to Clients in compliance with any order issued by a court of competent jurisdiction which releases the Client from custody based in whole or in part on SCS recommendations. SCS will continue to provide such services until such time as the issuing court makes a final determination of the Client's case

or the order is rescinded, remanded or otherwise modified to remove the Client from the Mental Health Diversion Review Program.

- 4.18 SCS shall provide community based intensive case management for all qualified referrals which shall include, but not be limited to, intensive follow-up for all diverted Clients until referral to community-based mental health service. Intensive follow-up includes, but is not limited to, an average of three (3) documented Client contacts per week by telephone or by appointment in the home or workplace. Community-based mental health services shall include chemical dependency treatment and/or outpatient psychiatric care.
- 4.19 SCS shall provide immediate case management services, including as needed, physical accompaniment to Clients to ensure engagement into ongoing care with community based mental health services, court appearances and other activities necessary for Diversion Program participation.
- 4.20 SCS shall make every effort to obtain emergency housing for diverted Clients on the basis of greatest need.
- 4.21 SCS shall recommend any necessary and appropriate modifications, including discharge, of the Client's diversion plan as necessary. Modification recommendations shall be made by SCS to the supervising court through the SCS Court Liaison.
- 4.22 SCS personnel shall testify in the supervising Jefferson County District or Circuit courts as necessary to effect any modifications recommended.

ARTICLE V – STAFFING AND PROGRAM SUPPORT

- 5.1 SCS shall provide adequate staffing to support operation of the services as described in Article IV to be performed under the terms of this contract.

ARTICLE VI – SECURITY

- 6.1 SCS shall conduct a police records check, review any court dispositions and verify in writing to the Director of Corrections that SCS personnel who enter the security perimeter of the MLDC shall have no felony conviction record.
- 6.2 The Director of Corrections is responsible for general operations and security of the MLDC.
- 6.3 The MLDC shall provide security services sufficient to enable SCS to provide the mental health services specified in this Agreement.
- 6.4 The MLDC shall provide escort and custodial personnel for the timely delivery of Clients to medical areas. SCS staff will have the same access to Clients as the MLDC mental health staff.
- 6.5 SCS staff shall wear readily identifiable photographic identification within the security perimeter defined by MLDC.

- 6.6 All SCS staff shall attend a one-day orientation, the goal of which will be to promote better understanding of relevant MLDC operations and policies.

ARTICLE VII – RECORDS AND REPORTING

- 7.1 In addition to any records and reports described in other sections of this Agreement, SCS shall produce and submit to Louisville Metro Government monthly service reports that shall be summarized quarterly and annually. All SCS reports are subject to HIPAA's confidentiality and security provisions, as set forth in the attached Business Associate's Agreement, which is incorporated herein by reference. These reports shall include, at a minimum:
- a) an unduplicated count of inmates assessed by SCS, identified by name and date of booking;
 - b) a current listing by name of all Clients/inmates court ordered to treatment through SCS' criminal justice programs, with an update noting and a statement of non-compliance with treatment;
 - c) a listing by name of all inmates who have successfully completed the SCS criminal justice programs;
 - d) a listing of any Clients who have been removed from the SCS criminal justice programs, either by court order, through recidivism, or otherwise;
 - e) the estimated total number of MLDC bed days saved as a result of treatment (includes assumptions, formulas and analysis by which the estimate was derived);
 - f) the total number of bed days accrued by recidivists;
 - g) the estimated reduction of recidivism, expressed as a percentage of total annual population;
 - h) annual population, which resulted from treatment (includes assumptions, formulas and analysis by which the estimate was derived);
 - i) an unduplicated count of inmates interviewed for inclusion in the SCS criminal justice programs; and
 - j) an unduplicated report of contact and treatment history for all SCS criminal justice program Clients;

ARTICLE VIII – COMPENSATION

- 8.1 For performance of services rendered, SCS shall provide an invoice with the following information: date, invoice number, period covered, and amounts due. The invoice shall accompany the monthly service reports.

- 8.2 For performance of services rendered through this agreement, SCS shall receive compensation not to exceed **\$183,095.00.**
- 8.3 To provide for delivery of mental health, diagnostic and treatment services to Clients, SCS will further allocate Jail Triage funds to support the Jail Diversion Programs through the term of this contract. Jail Triage funds are received from the Department of Mental Health/Mental Retardation.

ARTICLE IX -- INSURANCE REQUIREMENTS; HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Insurance Requirements

- 9.1 SCS agrees to purchase and maintain a Professional Liability insurance policy at its own expense covering SCS, and all employees assigned or authorized by SCS under this agreement, which includes a minimum Limit of Liability of One Million Dollars and No Cents (\$1,000,000.00) for each alleged Wrongful Act, Error or Omission of the employee performing services under this agreement. In the event that this insurance policy is written on a "Claims Made" Form, SCS shall furnish evidence that the liability coverage has been maintained for at least one (1) year after expiration of this agreement, either by submitting a renewal policy with a Retroactive Date of not later than the date of services commenced under this agreement, or by evidence that an Extended Reporting Period Endorsement has been purchased that will apply to any and all claims arising from services performed under this agreement. SCS shall provide proof of such coverage by submitting a Certificate of Insurance to the MLDC (**to be reviewed and approved by Louisville Metro Government's Risk Management Division**) and shall provide renewal Certificates of Insurance to Louisville Metro Government's Risk Management Division so that continuous coverage is provided during the term of this agreement.

Insurance is to be placed with insurance companies licensed in the State of Kentucky, or by non-admitting carriers in accordance with Kentucky Insurance Law (KRS 304.10-040), or through a self-insured group or captive insurance company which is approved by the Louisville Metro Government's Risk Management Division. Approval of the insurance by Louisville Metro Government shall not in any way relieve or decrease the liability of SCS, or the employee providing services hereunder. It is expressly understood that Louisville Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liability of SCS or their employees. Certificates of Insurance as requested above shall be furnished to:

Louisville Metro Department of Corrections
Attn: Tom Campbell
400 South 6th Street
Louisville KY 40202

AND

Louisville Metro Finance Department
Risk Management Division
611 West Jefferson Street, Room 22
Louisville, KY 40202

Indemnify and Hold Harmless

- 9.2 SCS shall indemnify and hold harmless Louisville Metro Government, its agents and employees from all claims, damages, losses and expenses including attorney fees, arising out of or resulting from the negligent performance or non-performance of the contract by SCS, or its agents and employees.

ARTICLE X – TERM AND TERMINATION

Contract Term

- 10.1 **This Agreement shall be deemed to begin on July 1, 2006 and continue in force for a term of one year. In the absence of thirty (30) days' written notice by either party, the Agreement shall automatically renew twice for additional one-year terms.**

Termination

- 10.2 This Agreement may be terminated on the first to occur of the following:
- a) Termination of Contract. In the event Louisville Metro Government and SCS mutually agree in writing, this Contract may be terminated on terms and date stipulated therein.
 - b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving notice shall have the right to terminate this Agreement upon giving a thirty (30) days' notice of termination.

ARTICLE XI – GOVERNING LAW

- 11.1 This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the Commonwealth of Kentucky. Venue shall lie in Jefferson County, Kentucky.

ARTICLE XII – ENTIRE AGREEMENT

- 12.1 This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless in writing and signed by the respective parties hereto.

ARTICLE XIII – WAIVER OF BREACH

- 13.1 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

ARTICLE XIV – FORCE MAJEURE

- 14.1 SCS shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, inmate disturbances, lack of Louisville Metro Government financial or physical resources, failure of Louisville Metro Government to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party.

ARTICLE XV– SEVERABILITY

- 15.1 In the event any provision of this Agreement is held to be unenforceable for any reason, the Agreement shall remain in full force and effect and enforceable in accordance with its terms.
- 15.2 This Agreement constitutes the entire Agreement of Louisville Metro Government and Seven Counties Services, Inc. Louisville Metro Government and Seven Counties Services, Inc. may make modifications and amendments to this Agreement, as mutually agreed to by both parties. Any modification or amendment to this Agreement shall be in writing and executive by both parties to this Agreement.

IN TESTIMONY WHEREOF, witness the signatures hereto this date first above written.

SEVEN COUNTIES SERVICES, INC.

Howard Bracco, Ph.D., CBHE
President/CEO, Seven Counties Services, Inc.

Date

LOUISVILLE METRO GOVERNMENT

Kim Allen
Louisville Public Protection Cabinet

Date

APPROVED AS TO FORM:

Irv Maze
Jefferson County Attorney

Date

Louisville Metro Corrections Department

Tom D. Campbell

Date

Business Associate Agreement

This Business Associate Agreement, is entered into as of January 31, 2007 between **Seven Counties Services, Inc., 101 W. Muhammad Ali Blvd, Louisville, KY 40202**, hereinafter referred to as “Seven Counties” a covered entity, and **Louisville Metro Department of Corrections**, hereinafter referred to as “business associate”.

The purpose of this agreement is to define the uses and disclosures of “protected health information” (PHI) consistent with the legal requirements established for covered entities by the Privacy and Security Rule of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

I Definitions:

- (a) Business Associate - shall mean **Louisville Metro Department of Corrections**.
- (b) Covered Entity – shall mean Seven Counties Services, Inc., also “Seven Counties”
- (c) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media."
- (d) Electronic Media. "Electronic Media" shall have the meaning set out in its definition at 45 CFR Section 160.103.
- (e) Privacy and Security Rule – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 - 164, the Health Insurance Portability and Accountability Act
- (f) Protected Health Information (PHI) – shall have the same meaning as the term as listed in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) Secretary – shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Catch-all definition: terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

II Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or disclose PHI other than as permitted or required by the Agreement or as required by law.
- (b) Business Associate agrees not to use or further disclose any PHI in a manner that would violate HIPAA’s privacy requirements, if done by SCS.
- (c) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement.

- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (e) Business Associate agrees to report to Seven Counties any use or disclosures of the PHI not provided for by this Agreement of which it becomes aware.
- (i) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (j) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI available to Seven Counties, or to the Secretary of the Department of Health and Human Services, for the purpose of the Secretary determining compliance with the Privacy Rule. Availability of records will be within five business days of the request, at the Business Associate's place of business, or as directed by the Secretary.
- (k) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (l) Business Associate agrees to ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguard to protect the Electronic Protected Health Information.
- (m) Business Associate agrees to report to the Covered Entity any security incident of which Business Associate becomes aware.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Seven Counties Services, Inc. The uses and disclosures by Business Associate must not violate the Privacy Rule if done by Seven Counties Services, Inc., or the minimum necessary policies and procedures of Seven Counties Services, Inc.

The permitted uses and disclosures by Business Associate are associated with the Scope of Services, as outlined in Article II of the agreement.

IV. Obligations of Covered Entity

Seven Counties Services, Inc. shall notify Business Associate of any limitation in the Notice of Privacy Practices of Seven Counties Services, Inc., required by the Privacy Rule, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Seven Counties Services, Inc. shall notify Business Associate of any changes in or revocation of, permission to an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

Seven Counties Services, Inc. shall notify Business Associate of any restriction to the use or disclosure of PHI that Seven Counties has agreed to in accordance with the Privacy Rule, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Term and Termination

The Term of this Agreement shall be effective as of the date signed by both parties, and shall terminate when all of the PHI is destroyed or returned to Seven Counties Services, Inc. If it is infeasible to return or destroy all PHI, the provision under "Effects of Termination" applies.

Termination for Cause. Upon Seven Counties Services, Inc. knowledge of a material breach by Business Associate, Seven Counties shall either:

- Provide an opportunity for Business Associate to cure the breach or end the violation, and if not done within a reasonable time specified by Seven Counties Services, Inc. shall terminate this Agreement;
- **OR** immediately terminate this Agreement if Business Associate has breached a material term of this agreement and cure is not possible;
- **OR** if neither termination nor cure is feasible, Seven Counties shall report violation to the Secretary of the Department of Health and Human Services;

and retain no copies (which for purposes of this Agreement shall include without limitation destroying all backup tapes and permanently deleting all electronic PHI);

VI. Effect of Termination

Upon termination of this Agreement, for any reason, Seven Counties Services, Inc. shall cease disclosing PHI to Business Associate.

Except as provided below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Seven Counties Services, Inc. or created or received by Business Associate on behalf of Seven Counties Services, Inc. including all documentation of disclosures. Business Associate shall retain no copies of the PHI (which for purposes of this Agreement shall include without limitation destroying all backup tapes and permanently deleting all electronic PHI). This provision shall apply to all PHI that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Health Information is infeasible, Business Associate shall provide to Seven Counties Services, inc. notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. Miscellaneous

- (a) **Regulatory References.** A reference in this Agreement to the Privacy Rule means the Rule as in effect or as amended, and for which compliance is required.

- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Seven Counties Service, Inc. to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- (c) Survival. The respective rights and obligations of Business Associate under the section titled “Effect of Termination” of this agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the Privacy Rule.

In witness whereof, the parties hereto have executed this agreement as of the date signed by both parties.

Seven Counties Services, Inc.

By: _____

Howard F. Bracco, Ph.D., CBHE

Title

Date

Louisville Public Protection Cabinet

By: _____

Print Name

Title

Date